FILED NO. 1754
BOOK 33 PAGE 531

1981 MAY 26 AM 10:14

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

WORK AGREEMENT

This Agreement made and entered into this 18 day of MAY, 1981, effective from the starting date and continued until the 30th day of August, 1981, by and between Iowa Conservation Commission, hereinafter referred to as the Contractor, and Iowa Comprehensive Manpower Services, Inc., hereinafter referred to as the Sponsor.

WITNESSETH:

WHEREAS, the purpose of Chapter 28E, Code of Iowa is to permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage; and,

WHEREAS, ICMS has contracted with CIRALG, a Chapter 28E organization, to provide services under CETA Title IV; and,

WHEREAS, one of the purposes of CETA Title IV is to provide employment and other benefits to youth who would not otherwise be currently or productively employed through a period of service during which they engage in useful conservation work and assist in completing other projects of a public nature on Federal and nonfederal public lands and waters; and,

WHEREAS, this Agreement is set out to provide meaningful and productive work for the mutual benefit of the CETA Title IV enrollee and the public; therefore,

BE IT UNDERSTOOD AND AGREED by the aforementioned parties as follows:

Section I

It is understood that this Agreement is between the Sponsor and the Contractor and relates only to the services provided by the enrollees of the Sponsor and will become null and void upon written notification by either party.

Section II

It is understood that this Agreement does not constitute a separate legal or administrative entity under Chapter 28E of the Iowa Code.

Section III

It is understood that the provisions of the attached Work-Site Agreement are applicable to, and are hereby incorporated into, this Work Agreement.

Section IV

CETA Title IV enrollees wages, benefits, workers' compensation insurance, and safety equipment will be provided by the Sponsor.

Enrollee work-site and safety supervision will be provided by Sponsor. All small hand tools, all project materials, heavy and specialty equipment, unless otherwise available, will be provided by the Contractor.

Section V

Working hours and policies, lunch periods, and daily breaks shall conform to the standards set out in the Work-Site Agreement and existing standards practiced by the Contractor.

Section VI

It is understood and agreed that the Sponsor shall indemnify and hold harmless the Contractor and all its agencies from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from operations of the Sponsor or any person working under him, arising from performance of this Agreement.

Section VII

It is understood that completion of any planned activities is contingent upon the continued availability of funds during the duration of this Agreement, and the Sponsor being designated as delivery agent for the CETA Title IV program.

Section VIII

Nothing in this Agreement shall prevent the Sponsor from contracting with other governmental agencies or private organizations for the purpose of carrying out associated work projects.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto as of the first day written above, to this and two other documents of like nature.

IOWA COMPREHENSIVE MANPOWER SERVICES approved by an official action recorded MAY 18, , 1981, attested to by:

James V. Lauterbach Executive Director
Name/Title

IOWA CONSERVATION COMMISSION approved by an official action recorded MAY 18, , 1981, attested to by:

Mary Wilson
Name/Title Director

This 28E agreement recorded in Book 33 Page 531 on the 26 day of May, 19 81, ~~and forwarded to the Secretary of the State for filing~~.

Mary E. Welty
Madison County Recorder